

INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will **receive bids in the Purchasing Office on April 27, 2016 at 1:00 P.M., for the Provision of Fleet Fuel Management Program for the Baldwin County Commission. Bids will be opened on April 27, 2016 at 1:30 P.M., in the Purchasing Conference Room located at 257 Hand Ave., Bay Minette, Alabama. Bids received after April 27, 2016 at the 1:00 P.M., deadline will not be considered.** All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is “received” at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of **TWELVE (12)** pages. Bidders shall verify that they have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation shall be referred to Wanda Gautney in writing or e-mail (wgautney@baldwincountyal.gov) in sufficient time for reply before submission date of bids. The Commission cannot, and does not guarantee that inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. It is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 if a reply is not received.

The use of specific names and numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with Baldwin County Commissioners will be only as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

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Contact initiated by a potential bidder with a county official will be as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

BIDDER QUALIFICATIONS

All Bidders, must be in, and remain, and by submitting a bid represent that they are an will remain, in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be and remain licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, and Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders shall be prepared to timely submit to the County non confidential evidence or documentation demonstrating that they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.

IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS \$10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED \$10,000.00, WILL BE INCLUDED WITH THE BID. Such bid guarantee shall be in the form of a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, or Letter of Credit. **No exceptions will be allowed.** In the event that a bidder is unable to, or does not, accept the bid award, the bid guarantee may be forfeited to the County at the County's discretion.

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov All bidders should submit with their bid response the completed E-Verify package which can be downloaded from the Purchasing website www.baldwincountyal.gov

All bidders that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website www.baldwincountyal.gov A Disadvantaged Business Enterprise or DBE means a for-profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

PREPARING THE BID

Bids must be typed or handwritten in ink. A bid submitted in pencil shall not be accepted. The Bid Guarantee and Bid Response Form must be an original; copies shall not be accepted. All required paperwork must be received in the sealed Bid Package.

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of Baldwin County regarding this bid; said specifications shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled **"EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,"** and shall be attached to the front of the

bid inside the Bid Package. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate bid evaluation and tabulation, it is suggested that bids be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

- (1) Cost using material as specified.
- (2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when in compliance with all other terms and conditions of the Alabama Competitive Bid Law.

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the Financing Agency will be held to the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the bidder at the County's discretion.

Bidders which return a **NO BID** statement shall write on the outside of the envelope, the **Bid Number (WG16-27) with "NO BID"** written underneath. The envelope will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda Gautney, **(mailing address) 312 Courthouse Square-Suite 15, Bay Minette, Alabama, 36507**. The Commission cannot guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as required. Bids received after the deadline shall not be accepted and shall be returned.

All bids received must be in a sealed envelope plainly marked, **"WG16-27" "Provision of Fleet Fuel Management Program"**. Bids submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

All factors stated in this invitation package will be evaluated in determining the successful bidder and any omission(s) of the stated requirements may be cause for rejection of the bid(s), all as determined solely by the Baldwin County Commission.

The County Commission reserves the right to study bids as to their correctness and may award the bid within a thirty (30) day period but the County Commission reserves the right to extend the bid award for an additional thirty (30) days until an award decision can be made.

The Baldwin County Commission reserves the right to reject any and all bids, to waive any formality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975.

More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of AL 1975.

“(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1 (g) Code of AL 1975.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the Respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

Done this 5th day of April, 2016.

Tucker Dorsey s/s
TUCKER DORSEY, Chairman
Baldwin County Commission

BID #WG16-27 SPECIFICATIONS

It is the purpose of these specifications to provide a **management system** for the dispensing of on-site motor fuel (on-site fuel is supplied by Baldwin County) for the use by Baldwin County.

The **management system** shall be installed at the following Baldwin County locations:

BRATS/Sheriff Facility located in Robertsdale

Foley Highway Barn

Foley Satellite Courthouse

Fairhope Satellite Courthouse

Magnolia Sanitary Landfill

Silverhill Highway Barn

Sheriff's Facility located in Bay Minette

Bay Minette Highway Barn

And any new sites as required by the Baldwin County Commission.

Award shall be based on the service fee per gallon, the management tools and reporting provided, the security of the system, and the ability of the Vendor to sell the motor fuel tax exempt at the time of purchase (exempt from those taxes to which Baldwin County is exempt).

Vendor shall invoice Baldwin County on a weekly basis for the service fee at on-site facilities and for only the motor fuels dispensed into authorized vehicles. Vendor shall submit only one weekly invoice which shall include all service fees and fuel charges. **Vendor will be paid twice monthly.**

Baldwin County shall be responsible for all costs associated with placing telephone and electrical capabilities at each of the on-site facilities upon which automated terminals are placed.

Baldwin County will supply all fuels used at County owned facilities.

The contract resulting from this ITB shall be for a period of three (3) years to begin on June 1, 2016 and run through May 30, 2019. At the end of the Contract, Vendor agrees to provide service on a month-to-month basis until the County can procure a new Contract through the ITB process.

VENDOR'S REQUIREMENTS

The successful vendor shall have thirty (30) days from the date of **notice to proceed** to implement this system.

The Vendor, at its sole cost, furnish all necessary labor, software and hardware needed to implement the proposed fleet fuel management program. The successful vendor will furnish all necessary equipment, **at its sole cost**, to implement a fuel management program. The Vendor shall provide, at its sole cost, all cards, including replacements, for a **one card system**. The Vendor shall provide, at its sole cost, all service necessary to implement the proposed fleet fuel management program.

Equipment **must be** compatible with Siemens Hipath 4000 IP based Switch. Baud rate of 9600 up to 115200.

REPORTS AND MANAGEMENT TOOLS

Vendor shall provide access for Baldwin County with on-line reporting 24/7 for all reports, the ability to get daily transactions and immediate addition and deactivation of fleet card and Driver IDs instantly. Vendor must provide on-line access via the internet to the County so it can manage the County accounts and order, replace or lock/unlock cards and Driver Ids. Vendor shall describe to the County its abilities regarding internet based on-line access and features that the County can use with the Vendor's fleet card system on-line. **The Vendor must be able to provide an acceptable electronic transaction file that the County may use to import transaction data into its internally operated systems.** The electronic transaction file must be available at a minimum frequency of weekly and must be available either via Email or Web.

The Vendor shall provide, at its sole cost, weekly reporting to Baldwin County. These reports shall include the following:

- A. Vehicle Department
- B. Vehicle number and description
- C. Date and time of fueling
- D. Name of operator or fueler
- E. Location of Fueling
- F. Gallons dispensed into vehicle
- G. Type of fuel
- H. Price and extended total price (excluding exempt taxes) of fueling
- I. Miles per gallon of vehicle or miles per hour meter
- J. A report that provides for the total number of gallons by fuel type
- K. Exception reports

Vendor shall have the ability to provide off-site commercial fueling locations within a 5 mile radius of the 8 Baldwin County owned fueling sites and throughout Alabama which shall be accessed by Baldwin County using the same program and having the same card controls and reporting capabilities as the on-site fueling transactions and program.

Upon request of Baldwin County, the Vendor shall, at its sole cost, provide the following monthly summary reports:

- A. Monthly recap of weekly information
- B. Beginning and ending mileage
- C. Monthly fleet analysis reports detailing the fuel expenses of each vehicle on a monthly and year to date basis
- D. Year to date fuel reports detailing month to date and year to date information for each vehicle in addition to total cost per mile information for each vehicle

The purpose of these reports is to allow Baldwin County to track and control its fleet expenses and to extend the life of its vehicles.

SECURITY

The Vendor, at its sole cost, shall provide a card system with adequate restrictions and limitations. Vendor will limit the following, through **Pre-Purchase** controls:

- A. Type of fuel allowed for each vehicle
- B. Number of gallons per purchase, per vehicle
- C. All purchases to fuel.

AUDITS

Baldwin County reserves the right to have its representatives or independent auditors inspect the records maintained by the Vendor concerning the products and services described herein.

TAXES

Baldwin County will pay only the following applicable motor fuel taxes:

Gasoline	Diesel
_____	_____
_____	_____
_____	_____

Baldwin County is exempt from all other applicable fuel taxes as provided by law or shown on certificate(s) of tax exemption on file at Baldwin County.

BID REQUIREMENTS

Prices quoted shall include all fees involved in the entire fleet management program.

All Bidders shall bid as follows:

The off-site price per gallon paid to the Vendor shall be based on the Mobile, Alabama, posted terminal schedule. The wholesale price of fuel, to be determined according to Mobile, Alabama terminal schedule, plus applicable taxes (those from which Baldwin County is not exempt), and the Vendor's service fee shall be added together to reach the total price per gallon to be charged to Baldwin County. The Vendor's service fee, the applicable taxes shall remain constant through the entire term of this contract.

The Vendor shall supply Baldwin County the applicable Mobile, Alabama terminal schedule upon request.

If Baldwin County must purchase fuel from another off- site supplier due to the failure of the Vendor's services or equipment, the Vendor shall credit Baldwin County for the difference, if any, between that paid for fuel purchased from another supplier and that which the Vendor would have charged.

CANCELLATION CLAUSE

Baldwin County reserves the right to terminate this contract prior to the end of the period indicated upon seven (7) day's written notice, for failure to meet required specifications. In the event of termination, all fuel purchased prior to the effective date of termination shall be paid by Baldwin County.

BID#WG16-27 RESPONSE FORM

Fleet Fuel Management Program

Page 1 of 2

Date: _____

Company Name: _____

Address: _____

Company Rep. _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Payment Terms: Vendor will be paid twice monthly.

The signature on this bid page certifies that the Bidder has carefully examined the instructions, terms and specifications applicable to, and made a part of this bid. Bidder further certifies that the prices shown in its bid is in full compliance with the conditions, terms and specifications of the bid, and that any exceptions taken thereto, may disqualify the bid. Bidder further certifies that it is capable of providing all the services and reports described in this bid. The purpose of this bid is to provide a fleet fuel management program for Baldwin County.

The total bid price per gallon for the on-site Service Fee shall be the only charge to Baldwin County, as per the attached specifications. The off-site bid price per gallon will be based on the applicable OPIS Thursday published wholesale price for fuel purchased each week, plus off-site service fee, plus nonexempt taxes.

For purposes of this bid and to achieve consistency in bid comparisons, the Vendor must use the Mobile, Alabama terminal schedule.

Each bid must be accompanied by a certified check, cashier's check, or Bidder's bond in the amount of five hundred dollars (\$500.00).

BID#WG16-27 RESPONSE FORM

Fleet Fuel Management Program

Page 2 of 2

BASE BID**ON-SITE FUELING****Service Fee for on-site Fuel Management Program**

Product	Service Fee
Unleaded	_____
Diesel	_____
New Site Equipment Installation	_____

INFORMATIONAL PURPOSES**OFF-SITE FUELING**

Product	Terminal Average	Service Fee	Total Taxes (not exempted)	Total Bid Price (per gallon)
Unleaded Plus	_____	_____	_____	_____
Diesel	_____	_____	_____	_____

NOTE: Bidder must sign this page in the space provided below._____
Signature_____
Printed Name_____
Title